REQUEST F	OR QUOT		This RFQ X is	is not	t a small business s	set-as	ide			Page	1 Of 29
1. Request No.		oate Issued	3. Requisition/Purchas	se Rea	uest No.	4. C	ert For Nat D	ef. Under BDS	SA N	Rating	g
W52H09-04-T-0104		2004JAN08	See Sci				eg. 2 and/or D				DOA5
5A. Issued By			THE 2110.0				6. Deliver by	(Date)	•		
TACOM-ROCK ISLAN AMSTA-LC-CFA-B	ND		W52H09					See So	chedule		
ROCK ISLAND IL	61299-7630						7. Delivery				
							FOB Destination	nn	X O	ther	
			no.) (No collect calls)				Destination	JII			
RITA HICKROD		(309)782-485									
8. To: Name and Ad							9 Destination	n (Consignee a	nh addi	occ in	cluding
o. 10. Name and Au	iui ess, iliciuui	ng Zip Couc					Zip Code)	ii (Consignee a	inu auui	. css, 111	ciuung
							• '				
								See So	hedule		
10. Please Furnish	Onotations to	IMPORTA	NT: This is a request fo	or info	rmation, and ano	tation	s furnished a	re not offers.	If you a	re una	ble to quote.
the Issuing Office in	•		cate on this form and re								
or Before Close of B	Business		sts incurred in the prep				-				
(Date) 2004FE	в09		e of domestic origin unluest for Quotation must				oter. Any inte	erpretations an	ıd/or cei	tificati	ions attached
			1. Schedule (Include app	licabl		nd lo				1	
Item Number (a)			s/Services b)		Quantity (c)		Unit (d)	Unit Pr (e)	rice		Amount (f)
(a)		(D)		(C)		(u)	(6)			(1)
		(See So	chedule)								
10 Di		, ,	10.01 1 7		20.01.		200	1 5	-		
12. Discount For Pro	ompt Paymen	t	a. 10 Calendar Days %		o. 20 Calendar Da	ys %	c. 30 Cale	endar Days %	d. Num		dar Days Percentage
				'		70		70	TAUIT	INC1	1 er cemage
NOTE: Additional										-	
13. Name and Addre	ess of Quoter	(Street, City, C	County, State and		Signature of Person	n Aut	thorized to Sig	n	15. Dat	e of Qu	otation
Zip Code)				'	Quotation						
							- c c				
				o NT	ome (Type on Dri-	<u>+)</u>	16. S	igner	1	h Tala	nhone
				a. N	ame (Type or Prin	u)		-	Area C	b. Tele ode	рпопе
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				c. Ti	tle (Type or Print)	,			Numbe	Г	
AUTHORIZED FO	R LOCAL RE	PRODUCTIO	N	I			Stand	lard Form 18	(Rev. 8-9	95)	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATIO	

Regulatory Cite _____ Title ____ Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

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Name of Offeror or Contractor:

(AS7006)

3 52.210-4516 TACOM-RI COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMEN'	г	

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$
CT.TN	DRICE	ė

(End of clause)

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Name of Offeror or Contractor:

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).

- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

- 1. This solicitation is for the following: 31 each FILTER, FLUID ASSEMBLY (NSN 4330-01-253-2033 PN 11783928)
- 2 A 100% option provision is included. FOB origin clauses apply to the option quantity only.

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- 3. OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE BASED ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE (SEE SECTION M "EVALUATION FACTORS FOR AWARD" FOR MORE DETAILS).
- 4. This solicitation incorporates a technical data package (TDP) that cannot be provided via the internet. VENDORS WHO NEED THIS TDP IN ORDER TO PREPARE A QUOTE ARE INSTRUCTED TO REQUEST SAME BY SUBMISSION OF AN EMAIL REQUEST TO: tacom-ri-tdp@ria.army.mil. Any said requests should contain the following information: CAGE CODE (if available), company name, address, telephone number and point of contact. A TDP will be provided by normal mail after the solicitation has been released to the internet.
- 5. Request your quotation remain valid for 90 days.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 4330-01-253-2033 FSCM: 19200 PART NR: 11783928 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	31	EA	\$	\$
	NOUN: FILTER, FLUID ASSEMB PRON: M141F184M1 PRON AMD: 01 AMS CD: 060011				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093160A052 W25G1U J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 31 0166				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
0002	DATA ITEM			\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantitites and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. It is required that data items be delivered using electronic media. Refer to the DD Form 1423 for more specific electronic delivery information.				
	A DD250 IS NOT REQUIRED				

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	INSPECTION: Origin ACCEPTANCE: Destination				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11783928 with revisions in effect as of 06/12/03

(EXCEPT AS FOLLOWS):

Distribution Statement A applies to the Product drawings.

Distribution Statement A applies to the packaging drawings.

TDPL:

DOCUMENT	DELETE	REPLACE WITH
7973724	QQ-T-880	ASTM A512
12257235	MIL-F-62265	MIL-DTL-62265

DOCT	JMENT	DELETE	REPLACE WITH	
QAP	7973724	MIL-STD-105	MIL-STD-1916	
		MIL-STD-105 AQLS	MIL-STD-1916 VL I	V for MAJOR &
			MIL-STD-1916 VL I	I for MINOR
			Characteristics	
SQAP	11590918	п	n .	
SQAP	11590919	п	n .	
QAP	11783928	п	n .	
QAP	12257235	п	n .	
SQAP	11590918	Add Distribution	Statement "A"	
SQAP	11590919	п	n .	
QAP	11783928	п	n .	
QAP	12257235	п	п	
DWG	8312176	п	n .	
DWG	8312177	п	п	

GFM/GFE: DRAWING NO.

(CS6100)

8 52.210-4501 TACOM-RI PHOSPHATE COATING REQUIREMENT

MAR/2002

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command Rock Island site, ATTN: AMSTA-LC-CFA-B / RITA HICKROD, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.
- b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.
- c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."
 - d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be

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determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

9 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION TACOM RT

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

A. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P11783928, DATED 25 JAN 83

- B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.
 - Marking: In addition to any special markings called out on the SPI;
- C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable

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and sensitive materiel will not identify the nature of the materiel.

- C.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.
- C.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- C.4. Military Shipping Label. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the PCO and ACO. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials:

- F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

- F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations. Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- F.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- G. SUPPLEMENTAL INSTRUCTIONS: DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE MIL-H-6083 AND REPLACE WITH MIL-PRF-6083.

 DELETE MIL-B-121 AND REPLACE WITH MIL-PRF-121. DELETE PPP-B-636 AND REPLACE WITH ASTM D5118/ASTM D1974. DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117. DELETE MIL-C-5501/8 AND REPLACE WITH NAS-847. DELETE PPP-T-42 AND REPLACE WITH A-A-883.

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(End of clause)

(DS6419)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE

AUG/1996

12 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title Number Date Tailoring

Quality Management Systems-Requirements ISO 9001:2000 13 DEC 2000 Excluding Paragraphs 7.3, 7.4, 7.5.1, and 7.5.2

(End of clause)

(EF6002)

13 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM-RI

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
 - e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical

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Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
18	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
19	52.211-16	VARIATION IN OUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

20 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
TACOM-RI

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

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- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

21	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
22	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
23	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is hickrodr@ria.army.mil. The data fax number for submission is 309-782-2301, ATTN: RITA HICKROD.

(End of Clause)

(HS6510)

24 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

	National	Commercial				
Line	Stock	Item		Source of Su	pply	Actual
Items	Number	(Y or N)	Company	Address	Part No.	Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''

CONTINUATION SHEET Reference No. of Document Being Continued Page 15 of 29 PIN/SIN W52H09-04-T-0104 MOD/AMD Name of Offeror or Contractor: (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table. (4) For items of supply, list all sources. For technical data, list the source. (5) For items of supply, list each source's part number for the item.

(End of clause)

(6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

25 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:
For contracts involving F.O.B. Origin shipments furnish the following rail information:
Does Shipping Point have a private railroad siding? YES NO
If YES, give name of rail carrier serving it:
If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)
(HS7600)

CONTRACT CLAUSES

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
28	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
29	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.232-18	AVAILABILITY OF FUNDS	APR/1984
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	OCT/2003
		REGISTRATION	
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
35	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
36	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
37	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
38	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
39	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
40	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
41	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
42	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
43	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
44	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
45	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
46	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
47	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2003

Paragraph (b)(1)(viii) is deleted from this clause.

Paragraph (d) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

(IF8001)

48 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section $\ensuremath{\mathtt{M}}\xspace).$

b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not

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exceeding -2- percent as an evaluated option at the price(s) quoted below.

- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 calendar days before the last scheduled delivery date by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Origin)

_____ CLIN 0001AA

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

49 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

50 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

51 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which

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includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	DD FORM 1423 CONTRACT DATA REQUIREMENTS LIST	26-JUN-2003	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
The following	documents are hereby attached by reference and form a part of $% \left(1\right) =\left(1\right) \left(1\right) $	this acquisition.	These docum	nents are available in

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
	(End of Clause)		

(JS7001)

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REPRESENTATIONS.	CERTIFICATIONS,	AND	OTHER	STATEMENTS	OF	OFFERORS

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		http://www.arnet.gov/far/ or www.acq.osd.mi	.l/dp/dars
If the prov	ision requires addi	itional or unique information, then that information is provide	ed immediately after the provision title.
(KA7001)			
52	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
53 (a)(1)	52.219-1 The North America	SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I an Industry Classification System (NAICS) code for this acquisi	APR/2002 tion is 333999.
(2) T	ne small business s	size standard is 500.	
		size standard for a concern which submits an offer in its own r to furnish a product which it did not itself manufacture, is 50	
(b) Re	epresentations. (1	1) The offeror represents as part of its offer that itis	s,is not a small business concern.
		ne offeror represented itself as a small business concern in paits offer that itis,is not a small disadvantaged k	
		ne offeror represented itself as a small business concern in paits offer that itis,is not a women-owned small business	
	Complete only if the resents as part of	ne offeror represented itself as a small business concern in paits offer that -	aragraph (b)(1) of this provision.] The
•	i) it is		
	is not		
a veteran-o	wned small business	s concern.	
provision.)		ne offeror represented itself as a veteran-owned small business esents as part of its offer that it	s concern in paragraph (b)(4) of this
	is not		
a service-d	isabled veteran-own	ned small business concern.	
	omplete only if off as part of its off	feror represented itself as small business concern in paragraph fer, that -	(b)(1) of this provision). The offeror
(i) it		
	is		
	is not	ern listed, on the date of this representation, on the List of	Qualified HIDZono Small Buginess Consorns
maintained 1	by the Small Busine	ess Administration, and no material change in ownership and cor	ntrol, principal place, or HUBZone employee
percentage 1	as occurred since	it was certified by the Small Business Administration in accor	dance with 13 CFR part 120, and
	i) it		
-	is		

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint

_______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the ${\tt HUBZone}$ representation.

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(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check

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the category	in which its ownership falls]:
Bla	ack American.
His	spanic American.
Nat	tive American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Taiwan, Laos, Republic of t	ian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, The Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Maca Ciji,Tonga, Kirbati, Tuvalu, or Naura).
	ocontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the ands, or Nepal).
Ind	dividual/concern, other than one of the preceding.
(c) Def	Finitions. As used in this provision -
"Servic	ce-disabled veteran-owned small business concern" -

- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and

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(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

54 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

PRICE

ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

55 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

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The offeror represents that (a) it

() has developed and has on file,

52 222-25

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

56

57 252.225-7000 BUY-AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS

AFFIRMATIVE ACTION COMPLIANCE

APR/200

APR/1984

- (a) Definitions. Domestic end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
 - (b) Evaluation. The Government -
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitations, the offeror certifies that -
 - (i) Each end product, except those listed in paragraph (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The Offeror certifies that the following end products are qualifying country end products:

(Line Item Number)				
(Country of Origin)				
(3) The following end products are other foreign end products:				
(Line Item Number)				
(Country of Origin) (If known)				

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COTTENEDTION		

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(End of Provision)

(KA7703)

58 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

______ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

(KA7500)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

59 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF JAN/2004

SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,

DOD 5010.12-L

60 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

61 52.233-2 SERVICE OF PROTEST AUG/1996

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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI ATTN: AMSTA-LC-CFA-B/MARY DONOVAN ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

62 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

63 52.215-4510 ELECTRONIC BIDS/OFFERS

NOV/2001

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
- 2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

https://aaisbids.ria.army.mil and click on the icon for additional information.

- 4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds_web/index.html>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote

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to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

64 52.215-4511 ELECTRONIC AWARD NOTICE

FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FeDBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of Provision)

(LS7013)

THE GOVERNMENT WILL EVALUATE OFFERORS' PRICES AND PAST PERFORMENCE IN SELECTING AN AWARDEE. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION REGARDING PAST PERFORMENCE WITH ITS QUOTE.

*** END OF NARRATIVE L 001 ***

EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

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		1EE I	PIIN/SIIN W52H09-04-T-0104	MOD/AMD	
Name of O	fferor or Contractor:	•			
66	52.217-5	EVALUATION O	F OPTIONS		JUL/1990
he basic r	equirement. All evalu	ation factors	or award purposes by adding the to identified in the solicitation, e s. Evaluation of options will not	except F.O.B. origin transp	portation costs, will be appli
			uantities actually ordered and the l evaluated option quantity by usi		
c. If	an offeror takes exce	ption to the	evaluated option, the Government π	nay reject that offer as no	onresponsive/unacceptable.
			(End of Provision)		
(
MF7009)					
67	52.215-4507 TACOM-RI	EVALUATION O	F OFFERS		MAR/1988
	must quote on all ite		licitation to be eligible for awar upon the total price quoted for a		ded only as a unit. Evaluation
			(End of Provision)		
MS7100)					
68	52.245-4519 TACOM-RI	EVALUATION PRESEARCH PRODU	ROCEDURES FOR USE OF GOVERNMENT-OW PERTY	NED PRODUCTION AND	FEB/1996
			e Government shall, to the maximum t production and research property	=	te the competitive advantage
roposed su	bcontractors under a dicate by checking th	facilities co	of Government production and resentract or other agreement with the box(es) below and by identifying s	e Government independent of	f this solicitation, the offer
	Offer is predicated o	n use of Gove	rnment property in offeror's posse	ession.	
	Offer is predicated o	n use of Gove	rnment property in possession of c	offeror's proposed subconta	ractors or vendors

Offer is predicated on use of Governmen	t property in offeror's possession.
Offer is predicated on use of Governmen	t property in possession of offeror's proposed subcontractors or vendo:
Identification of facilities contract or other	r agreement under which such property is held:
Type of Contract or Agreement:	
Number and Date:	
Cognizant Government Agency (including a	ddress):

- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

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Name of Offeror or Contractor:

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: ____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.
 - (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

 $\underline{TxRxPxS} = C$

Q

- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
 - R: Rental rate.
 - P: Production period (months).
 - Q: Quantity of items to be procured.
 - S: Pro rata share, if applicable.
 - $\ensuremath{\text{C}}\xspace\colon$ Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
 - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
 - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

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AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE RESPONSIVE RESPONSIBLE OFFEROR.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING AGENCY EXPERIENCE WITH THE OFFEROR, PREVIOUS CONTRACT HISTORY AVAILABLE FROM DCMC, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION.

THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATED PRICE TO THE GOVERNMENT. THE TOTAL EVALUATED PRICE WILL CONSIST OF THE TOTAL PRICE SUBMITTED FOR THE BASIC PRODUCTION QUANTITY IN SECTION B PLUS THE TOTAL PRICE SUBMITTED FOR THE EVALUATED OPTION QUANTITY IN SECTION I (CLAUSE 1F6080).

A SINGLE AWARD WILL BE MADE TO THAT OFFEROR WHOSE QUOTE REPRESENTS THE BEST VALUE TO THE GOVERNMENT BASED ON THE GOVERNMENT'S EVALUATION OF PRICE AND PAST PERFORMANCE AS EXPLAINED ABOVE.

*** END OF NARRATIVE M 001 ***